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Class Counsel

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IGNACIO PEREZ, on Behalf of Himself
and All Others Similarly Situated,

Case No. 4:16-cv-03396-YGR

Plaintiff,

RASH CURTIS & ASSOCIATES

**DECLARATION OF SCOTT A. BURSOR
IN SUPPORT OF PLAINTIFF'S
MOTION FOR AN AWARD OF
ATTORNEY'S FEES, COSTS AND
EXPENSES, AND SERVICE AWARD
FOR THE CLASS REPRESENTATIVE**

Judge: Hon. Yvonne Gonzalez Rogers

1 I, Scott A. Bursor, declare as follows:

2 1. I am an attorney at law licensed to practice in the State of California. I am a
3 member of the bar of this Court, and I am a partner at Bursor & Fisher, P.A., which was appointed
4 Class Counsel in this action. *See* ECF No. 81. I make this declaration in support of Plaintiff's
5 Motion for an Award of Attorney's Fees, Costs and Expenses, and Service Award for the Class
6 Representative.

7 2. I am sure this Court is familiar with the background and history of this litigation, so
8 I will not repeat it here. However, one of the factors supporting our fee motion is the expectation
9 that Class Counsel will be required to perform substantial additional work to collect on the
10 judgment. So one purpose for this declaration is to provide the Court with some context for that
11 statement.

12 3. Defendant is insured under an errors and omissions liability insurance policy issued
13 by XL America, Inc. (hereafter, "XL"). The policy gives the insurer, XL, the right and duty to
14 defend all covered claims brought in the United States, and the right to select defense counsel. XL
15 selected and retained as defense counsel Mark Ellis of Ellis Law Group. A representative of XL,
16 Adam Williams, attended every day of the trial.

17 4. On December 13, 2016, my partner, Yeremey O. Krivoshey, made an offer in
18 writing to settle this case for an amount far below the policy limit. XL rejected that offer.

19 5. On December 19, 2016, Mr. Krivoshey made another offer in writing to settle this
20 case for an amount far below the policy limit. XL rejected that offer.

21 6. On January 31, 2017, Mr. Krivoshey made another offer in writing to settle this case
22 for an amount far below the policy limit. XL rejected the offer that same day. Mr. Krivoshey
23 responded in writing stating that the potential liability in this case "could bankrupt" the Defendant,
24 and urging that his settlement offer was "not meant to be a final offer. We're happy to consider a
25 counter once you've had a chance to discuss with your client." XL did not counter.

26 7. On August 16, 2017, the parties attended a mediation with Doug deVries of Judicate
27 West serving as the mediator. The mediation was scheduled for a full day. Adam Williams
28 attended the mediation as a representative of XL. During the mediation, XL made no offer to settle

1 the case. My partners, Mr. Fisher and Mr. Krivoshey, made an offer to settle the case for an
2 amount that was less than the policy limit. XL rejected that offer and walked out of the mediation
3 without making a counter-offer, or any offer to settle the case on any terms.

4 8. On August 31, 2017, Mr. Krivoshey wrote an email to defense counsel stating: “Re
5 settlement: we made an offer at the mediation and your client didn’t counter and walked out.
6 We’re still open to listening to a counter if you have one.” XL still did not make a counteroffer or
7 express any interest in settlement.

8 9. On September 6, 2017, this Court granted Plaintiff’s motion for class certification.
See ECF No. 81.

10 10. On September 12, 2017, Mr. Fisher sent a copy of this Court’s class certification
11 order to the mediator, Mr. deVries, to encourage further settlement negotiations or mediation. Mr.
12 deVries responded that he would follow up with XL’s counsel “to see whether or not there is any
13 interest on their part in re-engaging in settlement discussion.” Thereafter, on September 18, 2017,
14 Mr. deVries wrote that he had contacted XL’s counsel, and “no further settlement negotiations will
15 occur at this time.”

16 11. On February 2, 2018, this Court granted Plaintiff’s motion for summary judgment
17 on two key issues, finding Defendant’s dialers were ATDSs, and that Defendant did not have
18 consent to call Mr. Perez. ECF No. 167.

19 12. On February 5, 2018, Mr. Fisher sent a copy of the summary judgment order to the
20 mediator, Mr. deVries, with an email stating: “I wanted to follow up with you about the Rash
21 Curtis class action that we mediated with you last year. We received Judge Gonzalez Rogers’
22 order on the parties’ motions for summary judgment on Friday. Once again it was a resounding
23 victory for the plaintiffs. A copy of the order is attached. Can you follow up with defendant’s
24 counsel Mark Ellis and see if he has any interest in mediating?” XL did not respond.

25 13. From February 5, 2018 through May 13, 2019, the date the jury returned its verdict,
26 XL persisted in refusing to negotiate any settlement of this action.

27 14. California law requires insurance companies to act reasonably to settle claims. “In
28 each policy of liability insurance, California law implies a covenant of good faith and fair dealing.

1 This implied covenant obligates the insurance company, among other things, to make reasonable
2 efforts to settle a third party's lawsuit against the insured. If the insurer breaches the implied
3 covenant by unreasonably refusing to settle the third party suit, the insured may sue the insurer in
4 tort to recover damages proximately caused by the insurer's breach." *PPG Industries, Inc. v.*
5 *Transamerica Ins. Co.*, 20 Cal.4th 310, 312 (1999).

6 15. It is my view as Class Counsel that XL has breached the implied covenant of good
7 faith and fair dealing by unreasonably rejecting four written settlement offers that were at amounts
8 below the policy limit, and by refusing the negotiate settlement on any terms from the time the
9 Class was certified through the date the jury returned its verdict. Thus, in my view, Defendant has
10 a claim against XL for the full amount of the judgment, in excess of \$267 million. *See, e.g.,*
11 *Hamilton v. Maryland Cas. Co.*, 27 Cal. 4th 718, 725 (2002) ("Where the underlying action has
12 proceeded to trial and a judgment in excess of the policy limits has been entered against the
13 insured, the insurer is ordinarily liable to its insured for the entire amount of that judgment").

14 16. Defendant's imminent bankruptcy filing should not affect XL's liability for bad
15 faith failure to settle. *See, e.g., Purdy v. Pacific Automobile Ins. Co.*, 157 Cal. App.3d 59, 74
16 (1984) (affirming trial court verdict against insurer for bad faith failure to settle within policy
17 limits, and holding the insurer liable for the entire judgment despite the insured's insolvency and
18 bankruptcy).

19 17. After Plaintiff and the Class had prevailed at trial, on September 5, 2019, Mr. Ellis
20 sent me an email offering to settle this case for the remaining limits of the policy, which is less than
21 1% of the judgment. Mr. Ellis's email stated: "If the case does not settle and judgment is entered,
22 we will not only tie the case up in righteous appeals for years, but Rash will file for bk protection
23 and be protected from judgment enforcement by virtue of 11 USC sec 362."

24 18. It is my view, as Class Counsel, that the best way to maximize Class Members'
25 recovery in this case is to obtain assignment of Defendant's claim against XL and pursue full
26 recovery of the judgment from XL.

27 19. On September 11, 2019, I had a teleconference with Mr. Ellis to discuss settlement.
28 During that call I offered to settle with Defendant for zero dollars in exchange for an assignment of

1 Defendant's claim against XL and a promise of reasonable cooperation to assist Class Counsel in
2 prosecuting that claim. I explained that this settlement would include a covenant by Plaintiff not to
3 execute the judgment against Defendant, which would obviate any need for Defendant to file for
4 bankruptcy protection. *See California Practice Guide: Insurance Litigation Form 12:C (The Rutter*
5 *Group 2019)* ("Assignment of Cause of Action in Exchange for Covenant Not to Execute").

6 20. I had thought that settling a \$267 million judgment for zero dollars would be an
7 easy decision for Defendant to make. But I was wrong. Defendant refused.

8 21. Since I can't bid less than zero, it appears it will not be possible to settle. Defendant
9 will file for bankruptcy. And we will have to do everything the hard way. Thus, I anticipate Class
10 Counsel will be required to do thousands of hours of additional work to defeat Defendant's
11 "righteous appeals," to navigate Defendant's likely bankruptcy filing, to obtain assignment of
12 Defendant's rights under the insurance policy either through settlement or through bankruptcy, and
13 to pursue full recovery from XL.

14 22. To date Class Counsel has expended \$314,179.97 in out-of-pocket expenses in
15 connection with the prosecution of this action. Attached hereto as **Exhibit 1** is an itemized listing
16 of each out-of-pocket expense my firm incurred in this case. These expenses are reflected in the
17 records of my firm, and were necessary to prosecute this litigation. All expenses were carefully
18 and reasonably expended, and they reflect market rates for various categories of expenses incurred.
19 Expense items are billed separately and such charges are not duplicated in my firm's billing rates.

20 23. Plaintiff Ignacio Perez seeks a service award of \$50,000. Mr. Perez's cooperation
21 and assistance was very important to help us to secure a victory for Class Members at trial.
22 Moreover, the expected bankruptcy and insurance litigation will impose more burdens on Mr.
23 Perez. Thus, in my view, \$50,000 is a reasonable amount for a service award to Mr. Perez.

1 I declare under penalty of perjury under the laws of the United States and the State of
2 California that the foregoing is true and correct. Executed on September 23, 2019 at Miami,
3 Florida.

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5 */s/ Scott A. Bursor*
6 Scott A. Bursor
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EXHIBIT 1

Perez v. Rash Curtis & Associates Expenses

\$666.00	Court Fees
\$13,904.22	Deposition and Transcript Fees
\$221,198.47	Expert Fees
\$2,945.00	Mediation Fees
\$24,430.17	Notice Administration Fees
\$8,386.16	Third Party Litigation Support Fees
\$3,123.48	Catering & Meal Expenses
\$1,864.12	Postage & Delivery Expenses
\$37,662.35	Travel & Lodging Expenses
\$314,179.97	Total Perez v. Rash Curtis & Associates Expenses

Court Fees

DATE	MATTER	AMOUNT	DESCRIPTION
2016.06.17	Perez v. Rash Curtis & Associates	\$400.00	US District Court NDCA - Complaint Filing
2017.10.27	Perez v. Rash Curtis & Associates	\$30.00	Courtcall
2017.11.03	Perez v. Rash Curtis & Associates	\$86.00	Courtcall
2017.11.16	Perez v. Rash Curtis & Associates	\$30.00	Courtcall
2017.11.28	Perez v. Rash Curtis & Associates	\$30.00	Courtcall
2018.09.25	Perez v. Rash Curtis & Associates	\$30.00	Courtcall
2018.09.27	Perez v. Rash Curtis & Associates	\$30.00	Courtcall
2018.09.28	Perez v. Rash Curtis & Associates	\$30.00	Courtcall
		\$666.00	Total Court Fees

Deposition and Transcript Fees

DATE	MATTER	AMOUNT	DESCRIPTION
2017.05.01	Perez v. Rash Curtis & Associates	\$833.90	Veritext - Kizer Transcript
2017.05.09	Perez v. Rash Curtis & Associates	\$1,075.00	Veritext - Kizer Video
2017.11.06	Perez v. Rash Curtis & Associates	\$14.55	Joan Marie Columbini - 8-17 Hearing Transcript
2017.11.14	Perez v. Rash Curtis & Associates	\$737.00	Veritext - Keith Video
2017.11.14	Perez v. Rash Curtis & Associates	\$1,378.25	Veritext - Correa Transcript & Video
2017.11.30	Perez v. Rash Curtis & Associates	\$1,221.50	Veritext - Paff & Keith Transcript and Video
2018.02.01	Perez v. Rash Curtis & Associates	\$54.30	Joan Columbini - Court Reporter
2018.02.07	Perez v. Rash Curtis & Associates	\$206.00	Sarah Goekler - Court Reporter
2018.02.23	Perez v. Rash Curtis & Associates	\$299.37	Aiken Welch - Court Reporter
2019.01.11	Perez v. Rash Curtis & Associates	\$600.00	Kempfer Court Reporting
2019.03.08	Perez v. Rash Curtis & Associates	\$1,558.48	Aiken Welch Court Reporters - 1/7 Depo
2019.03.21	Perez v. Rash Curtis & Associates	\$398.75	Diane Skillman - Court Reporter
2019.04.01	Perez v. Rash Curtis & Associates	\$572.75	Pamela Batalo - Court Reporter
2019.04.02	Perez v. Rash Curtis & Associates	\$188.50	Leo Mankiewicz - Court Reporter
2019.04.10	Perez v. Rash Curtis & Associates	\$21.75	Leo Mankiewicz - Court Reporter
2019.05.06	Perez v. Rash Curtis & Associates	\$4,338.00	Diane Skillman - Court Reporter
2019.05.06	Perez v. Rash Curtis & Associates	\$406.12	Diane Skillman - Court Reporter
		\$13,904.22	Total Deposition and Transcript Fees

Expert Fees

DATE	MATTER	AMOUNT	DESCRIPTION
2017.05.09	Perez v. Rash Curtis & Associates	\$450.00	Economics and Technology, Inc.
2017.06.06	Perez v. Rash Curtis & Associates	\$3,150.00	Economics and Technology, Inc.
2017.06.06	Perez v. Rash Curtis & Associates	\$4,692.50	Wireless Research Services, LLC
2017.09.07	Perez v. Rash Curtis & Associates	\$450.00	Economics and Technology, Inc.
2017.10.24	Perez v. Rash Curtis & Associates	\$3,942.50	Wireless Research Services, LLC

2017.12.05	Perez v. Rash Curtis & Associates	\$2,400.00	Economics and Technology, Inc.
2018.01.03	Perez v. Rash Curtis & Associates	\$4,650.00	Economics and Technology, Inc.
2018.01.03	Perez v. Rash Curtis & Associates	\$3,942.50	Wireless Research Services, LLC
2018.02.05	Perez v. Rash Curtis & Associates	\$5,000.00	Economics and Technology, Inc.
2018.03.05	Perez v. Rash Curtis & Associates	\$2,161.36	Economics and Technology, Inc.
2018.04.05	Perez v. Rash Curtis & Associates	\$3,961.36	Economics and Technology, Inc.
2018.04.05	Perez v. Rash Curtis & Associates	\$16,972.63	Class Experts Group, LLC
2018.08.13	Perez v. Rash Curtis & Associates	\$150.00	Economics and Technology, Inc.
2018.09.18	Perez v. Rash Curtis & Associates	\$9,750.00	Economics and Technology, Inc.
2018.10.09	Perez v. Rash Curtis & Associates	\$12,418.00	Economics and Technology, Inc.
2018.11.09	Perez v. Rash Curtis & Associates	\$11,700.00	Economics and Technology, Inc.
2018.11.28	Perez v. Rash Curtis & Associates	\$2,802.50	Wireless Research Services, LLC
2018.12.04	Perez v. Rash Curtis & Associates	\$42,407.84	Class Experts Group, LLC
2018.12.17	Perez v. Rash Curtis & Associates	\$3,750.00	Economics and Technology, Inc.
2018.12.19	Perez v. Rash Curtis & Associates	\$6,010.29	Wireless Research Services, LLC
2019.01.07	Perez v. Rash Curtis & Associates	\$4,946.50	Class Experts Group, LLC
2019.01.17	Perez v. Rash Curtis & Associates	\$11,358.49	Economics and Technology, Inc.
2019.02.11	Perez v. Rash Curtis & Associates	\$1,650.00	Economics and Technology, Inc.
2019.04.18	Perez v. Rash Curtis & Associates	\$2,550.00	Economics and Technology, Inc.
2019.05.13	Perez v. Rash Curtis & Associates	\$8,982.70	Wireless Research Services LLC
2019.05.20	Perez v. Rash Curtis & Associates	\$450.00	Economics and Technology, Inc.
2019.06.19	Perez v. Rash Curtis & Associates	\$29,011.15	Economics and Technology, Inc.
2019.07.24	Perez v. Rash Curtis & Associates	\$21,488.15	Class Experts Group, LLC
		\$221,198.47	Total Expert Fees

Mediation Fees

DATE	MATTER	AMOUNT	DESCRIPTION
2017.07.05	Perez v. Rash Curtis & Associates	\$2,945.00	Judicate West - Mediation Fee
		\$2,945.00	Total Mediation Fees

Notice Administration Fees

DATE	MATTER	AMOUNT	DESCRIPTION
2019.06.05	Perez v. Rash Curtis & Associates	\$20,797.96	KCC
2019.07.24	Perez v. Rash Curtis & Associates	\$3,482.21	KCC
2019.09.05	Perez v. Rash Curtis & Associates	\$150.00	KCC
		\$24,430.17	Total Notice Administration Fees

Third Party Litigation Support Fees

DATE	MATTER	AMOUNT	DESCRIPTION
2017.10.11	Perez v. Rash Curtis & Associates	\$41.27	WinZip - Discovery tool
2017.10.11	Perez v. Rash Curtis & Associates	\$69.00	Systool Group - Discovery tool
2018.02.12	Perez v. Rash Curtis & Associates	\$3,303.12	DAKCS - Debt Collection Software
2019.04.12	Perez v. Rash Curtis & Associates	\$670.92	Quivx
2019.04.12	Perez v. Rash Curtis & Associates	\$692.02	Quivx
2019.04.12	Perez v. Rash Curtis & Associates	\$748.44	Quivx
2019.06.14	Perez v. Rash Curtis & Associates	\$788.00	Visualize Legal
2019.06.14	Perez v. Rash Curtis & Associates	\$2,073.39	Quivx
		\$8,386.16	Total Third Party Litigation Support Fees

Catering & Meal Expenses

DATE	MATTER	AMOUNT	DESCRIPTION
2016.10.03	Perez v. Rash Curtis & Associates	\$4.90	Starbucks
2017.04.13	Perez v. Rash Curtis & Associates	\$17.00	A Sweet Affair
2017.07.11	Perez v. Rash Curtis & Associates	\$55.38	A Sweet Affair
2017.07.12	Perez v. Rash Curtis & Associates	\$35.23	The Firehoue
2017.07.13	Perez v. Rash Curtis & Associates	\$5.95	Ranis Gift Shop
2017.07.13	Perez v. Rash Curtis & Associates	\$52.72	Roxy
2017.08.17	Perez v. Rash Curtis & Associates	\$2.49	Regent Café
2017.09.26	Perez v. Rash Curtis & Associates	\$27.17	Sammy's Restaurant
2017.09.26	Perez v. Rash Curtis & Associates	\$28.41	Quik Stop
2017.10.17	Perez v. Rash Curtis & Associates	\$5.64	Regent Café
2017.10.17	Perez v. Rash Curtis & Associates	\$7.12	Regent Café
2017.10.19	Perez v. Rash Curtis & Associates	\$24.97	PF Changs
2018.01.30	Perez v. Rash Curtis & Associates	\$39.77	FAZ Restaurant Oakland
2018.08.27	Perez v. Rash Curtis & Associates	\$56.98	FAZ Restaurant
2018.09.05	Perez v. Rash Curtis & Associates	\$28.16	Cracker Barrel
2018.12.04	Perez v. Rash Curtis & Associates	\$12.60	Woody Creek Bakery
2018.12.04	Perez v. Rash Curtis & Associates	\$14.59	Chilis Too Oak
2018.12.05	Perez v. Rash Curtis & Associates	\$20.47	St Paul Fish Co
2018.12.05	Perez v. Rash Curtis & Associates	\$61.99	Onesto
2018.12.06	Perez v. Rash Curtis & Associates	\$16.21	Mike Pizzeria
2018.12.11	Perez v. Rash Curtis & Associates	\$3.11	Eden Plaza
2018.12.16	Perez v. Rash Curtis & Associates	\$6.00	Pacific Renaissance
2018.12.17	Perez v. Rash Curtis & Associates	\$1.29	Eden Plaza
2018.12.17	Perez v. Rash Curtis & Associates	\$3.11	Eden Plaza
2018.12.17	Perez v. Rash Curtis & Associates	\$11.14	Courtyard Oakland
2019.03.19	Perez v. Rash Curtis & Associates	\$15.14	Sorabol Korean BBQ
2019.03.28	Perez v. Rash Curtis & Associates	\$16.57	Chili's
2019.03.28	Perez v. Rash Curtis & Associates	\$18.12	Sorabol Korean BBQ
2019.03.29	Perez v. Rash Curtis & Associates	\$119.59	Maria Maria
2019.03.30	Perez v. Rash Curtis & Associates	\$25.63	Lark Creek Grill
2019.04.28	Perez v. Rash Curtis & Associates	\$12.00	5th & Mission GA
2019.04.28	Perez v. Rash Curtis & Associates	\$38.21	Restaurant - Pretrial prep
2019.05.01	Perez v. Rash Curtis & Associates	\$190.19	Doordash
2019.05.02	Perez v. Rash Curtis & Associates	\$42.19	Jaguar
2019.05.02	Perez v. Rash Curtis & Associates	\$105.64	Doordash
2019.05.03	Perez v. Rash Curtis & Associates	\$55.44	Yard House
2019.05.03	Perez v. Rash Curtis & Associates	\$39.65	Doordash
2019.05.03	Perez v. Rash Curtis & Associates	\$149.29	Doordash
2019.05.04	Perez v. Rash Curtis & Associates	\$23.27	Pasta Moto San Francisco
2019.05.05	Perez v. Rash Curtis & Associates	\$55.19	Saroms Southern Kitchen
2019.05.05	Perez v. Rash Curtis & Associates	\$103.85	Zacharys Chicago Pizza
2019.05.05	Perez v. Rash Curtis & Associates	\$292.96	Restaurant - Trial prep
2019.05.06	Perez v. Rash Curtis & Associates	\$7.13	Super Duper
2019.05.07	Perez v. Rash Curtis & Associates	\$76.86	Otaez Mex Res
2019.05.08	Perez v. Rash Curtis & Associates	\$47.16	Chipotle
2019.05.09	Perez v. Rash Curtis & Associates	\$83.49	Doordash
2019.05.09	Perez v. Rash Curtis & Associates	\$145.43	Kincaids Oakland
2019.05.09	Perez v. Rash Curtis & Associates	\$32.64	A Sweet Affair
2019.05.10	Perez v. Rash Curtis & Associates	\$100.58	Scala's Bistro & Bar Drake
2019.05.10	Perez v. Rash Curtis & Associates	\$41.00	Chipotle
2019.05.10	Perez v. Rash Curtis & Associates	\$83.28	The Cooperage American Lafayette
2019.05.10	Perez v. Rash Curtis & Associates	\$27.40	Bagel Street Café
2019.05.12	Perez v. Rash Curtis & Associates	\$52.32	Ippudo
2019.05.13	Perez v. Rash Curtis & Associates	\$46.60	Ippudo
2019.05.13	Perez v. Rash Curtis & Associates	\$52.70	Valencia Street

2019.05.13	Perez v. Rash Curtis & Associates	\$206.29	Kincaids Oakland
2019.05.13	Perez v. Rash Curtis & Associates	\$221.23	Rooftop Restaurant
2019.05.31	Perez v. Rash Curtis & Associates	\$36.04	Saroms Southern Kitchen
2019.06.12	Perez v. Rash Curtis & Associates	\$5.09	Regent School Catering
2019.06.12	Perez v. Rash Curtis & Associates	\$12.91	Regent School Catering
		\$3,123.48	Total Catering & Meal Expenses

Postage & Delivery Expenses

DATE	MATTER	AMOUNT	DESCRIPTION
2017.06.02	Perez v. Rash Curtis & Associates	\$54.28	Golden State Overnight - Chamber Copies
2017.09.19	Perez v. Rash Curtis & Associates	\$48.13	Golden State Overnight - Chamber Copies
2017.12.02	Perez v. Rash Curtis & Associates	\$57.87	FedEx
2017.12.06	Perez v. Rash Curtis & Associates	\$36.47	FedEx
2017.12.13	Perez v. Rash Curtis & Associates	\$76.06	FedEx
2017.12.23	Perez v. Rash Curtis & Associates	\$5.29	USPS
2018.02.02	Perez v. Rash Curtis & Associates	\$168.15	First Legal - Chamber Delivery
2018.02.14	Perez v. Rash Curtis & Associates	\$31.41	FedEx
2018.02.15	Perez v. Rash Curtis & Associates	\$71.55	Golden State Overnight - Chamber Copies
2018.02.24	Perez v. Rash Curtis & Associates	\$38.07	FedEx
2018.03.02	Perez v. Rash Curtis & Associates	\$23.85	Golden State Overnight - Chamber Copies
2018.03.15	Perez v. Rash Curtis & Associates	\$38.07	Fedex
2018.03.19	Perez v. Rash Curtis & Associates	\$17.94	Golden State Overnight - Chamber Copies
2018.05.02	Perez v. Rash Curtis & Associates	\$18.00	Golden State Overnight - Chamber Copies
2018.05.17	Perez v. Rash Curtis & Associates	\$24.17	Golden State Overnight - Chamber Copies
2018.06.04	Perez v. Rash Curtis & Associates	\$18.18	Golden State Overnight - Chamber Copies
2018.07.17	Perez v. Rash Curtis & Associates	\$25.59	Golden State Overnight - Chamber Copies
2018.08.02	Perez v. Rash Curtis & Associates	\$25.59	Golden State Overnight - Chamber Copies
2018.08.17	Perez v. Rash Curtis & Associates	\$53.35	Golden State Overnight - Chamber Copies
2018.09.05	Perez v. Rash Curtis & Associates	\$24.17	Golden State Overnight - Chamber Copies
2018.10.02	Perez v. Rash Curtis & Associates	\$71.53	Golden State Overnight - Chamber Copies
2018.10.17	Perez v. Rash Curtis & Associates	\$18.26	Golden State Overnight - Chamber Copies
2018.10.20	Perez v. Rash Curtis & Associates	\$30.03	FedEx
2018.11.02	Perez v. Rash Curtis & Associates	\$24.27	Golden State Overnight - Chamber Copies
2018.11.19	Perez v. Rash Curtis & Associates	\$44.04	Golden State Overnight - Chamber Copies
2019.02.19	Perez v. Rash Curtis & Associates	\$29.29	Golden State Overnight - Chamber Copies
2019.03.04	Perez v. Rash Curtis & Associates	\$34.22	Golden State Overnight - Chamber Copies
2019.03.19	Perez v. Rash Curtis & Associates	\$23.85	Golden State Overnight - Chamber Copies
2019.04.02	Perez v. Rash Curtis & Associates	\$17.94	Golden State Overnight - Chamber Copies
2019.04.17	Perez v. Rash Curtis & Associates	\$29.68	Golden State Overnight - Chamber Copies
2019.04.20	Perez v. Rash Curtis & Associates	\$90.15	Fedex
2019.04.26	Perez v. Rash Curtis & Associates	\$56.98	Optional Delivery Systems - Chamber copy
2019.05.03	Perez v. Rash Curtis & Associates	\$54.67	Optional Delivery Systems
2019.05.06	Perez v. Rash Curtis & Associates	\$109.34	Optional Delivery Systems - Chamber copy
2019.05.07	Perez v. Rash Curtis & Associates	\$24.00	Golden State Overnight - Chamber Copies
2019.05.07	Perez v. Rash Curtis & Associates	\$48.43	FedEx
2019.05.07	Perez v. Rash Curtis & Associates	\$51.16	FedEx
2019.05.09	Perez v. Rash Curtis & Associates	\$58.04	FedEx
2019.05.11	Perez v. Rash Curtis & Associates	\$22.93	FedEx
2019.05.13	Perez v. Rash Curtis & Associates	\$125.84	Optional Delivery Systems
2019.05.17	Perez v. Rash Curtis & Associates	\$18.58	Golden State Overnight - Chamber Copies
2019.06.04	Perez v. Rash Curtis & Associates	\$24.70	Golden State Overnight - Chamber Copies
		\$1,864.12	Total Postage & Delivery Expenses

Travel & Lodging Expenses

DATE	MATTER	AMOUNT	DESCRIPTION
2016.10.03	Perez v. Rash Curtis & Associates	\$20.00	BART
2017.05.01	Perez v. Rash Curtis & Associates	\$8.00	Lyft
2017.05.02	Perez v. Rash Curtis & Associates	\$10.42	Lyft
2017.07.12	Perez v. Rash Curtis & Associates	\$1.75	City of Sacramento Parking
2017.07.14	Perez v. Rash Curtis & Associates	\$303.15	Double Tree
2017.08.16	Perez v. Rash Curtis & Associates	\$10.50	BART
2017.08.17	Perez v. Rash Curtis & Associates	\$12.32	Lyft
2017.08.18	Perez v. Rash Curtis & Associates	\$7.00	Lyft
2017.09.28	Perez v. Rash Curtis & Associates	\$6.00	BART
2017.09.29	Perez v. Rash Curtis & Associates	\$9.00	Lyft
2017.10.17	Perez v. Rash Curtis & Associates	\$10.50	BART
2017.10.17	Perez v. Rash Curtis & Associates	\$8.00	Lyft
2017.10.19	Perez v. Rash Curtis & Associates	\$2.00	Bay Street Garage
2017.10.20	Perez v. Rash Curtis & Associates	\$18.00	ACE Parking
2017.10.20	Perez v. Rash Curtis & Associates	\$18.00	ACE Parking
2017.11.06	Perez v. Rash Curtis & Associates	\$110.05	Yeremey Krivoshey-Travel to Perez Meeting
2017.11.06	Perez v. Rash Curtis & Associates	\$86.00	L. Timothy Fisher - Mileage, Bridge Toll
2017.11.06	Perez v. Rash Curtis & Associates	\$36.72	L. Timothy Fisher - Mileage
2018.01.10	Perez v. Rash Curtis & Associates	\$7.75	Lyft
2018.01.30	Perez v. Rash Curtis & Associates	\$14.00	City Center West
2018.02.23	Perez v. Rash Curtis & Associates	\$17.44	L. Timothy Fisher- Expenses
2018.03.16	Perez v. Rash Curtis & Associates	\$8.00	Parking
2018.08.27	Perez v. Rash Curtis & Associates	\$8.00	Oakland Parking Meter
2018.09.05	Perez v. Rash Curtis & Associates	\$40.67	Chevron
2018.09.28	Perez v. Rash Curtis & Associates	\$2.00	Walnut Creek Parking
2018.11.30	Perez v. Rash Curtis & Associates	\$1,051.16	SouthWest
2018.12.05	Perez v. Rash Curtis & Associates	\$40.45	Lyft
2018.12.06	Perez v. Rash Curtis & Associates	\$8.65	Lyft
2018.12.06	Perez v. Rash Curtis & Associates	\$19.54	Lyft
2018.12.06	Perez v. Rash Curtis & Associates	\$468.57	Hilton Garden Inn
2018.12.07	Perez v. Rash Curtis & Associates	\$8.65	Lyft
2018.12.08	Perez v. Rash Curtis & Associates	\$35.41	Lyft
2018.12.12	Perez v. Rash Curtis & Associates	\$9.12	Lyft
2018.12.12	Perez v. Rash Curtis & Associates	\$11.00	Bart
2018.12.12	Perez v. Rash Curtis & Associates	\$30.00	Ace Parking
2018.12.17	Perez v. Rash Curtis & Associates	\$4.00	Oakland Park Meter
2018.12.17	Perez v. Rash Curtis & Associates	\$8.99	AA Inflight
2018.12.18	Perez v. Rash Curtis & Associates	\$30.00	Ace Parking
2019.03.15	Perez v. Rash Curtis & Associates	\$1,348.30	JetBlue - Hearing on Dauberts
2019.03.15	Perez v. Rash Curtis & Associates	\$848.30	Alaskan Air - Hearing on Dauberts
2019.03.18	Perez v. Rash Curtis & Associates	\$2,319.10	Hotel - Hearing on Dauberts
2019.03.19	Perez v. Rash Curtis & Associates	\$18.00	City Center West Garage
2019.03.19	Perez v. Rash Curtis & Associates	\$8.80	Lyft
2019.03.19	Perez v. Rash Curtis & Associates	\$8.80	Lyft
2019.03.20	Perez v. Rash Curtis & Associates	\$49.23	Uber - Hearing on Dauberts
2019.03.22	Perez v. Rash Curtis & Associates	\$698.30	Alaskan Air - 3/29 Pretrial Conference
2019.03.22	Perez v. Rash Curtis & Associates	\$898.30	Alaskan Air - 3/29 Pretrial Conference
2019.03.23	Perez v. Rash Curtis & Associates	\$53.90	Travel Guard - 3/29 Pretrial Conference
2019.03.28	Perez v. Rash Curtis & Associates	\$75.63	Uber - 3/29 Pretrial Conference
2019.03.28	Perez v. Rash Curtis & Associates	\$39.32	Uber - 3/29 Pretrial Conference
2019.03.28	Perez v. Rash Curtis & Associates	\$58.50	Car Service - 3/29 Pretrial Conference
2019.03.29	Perez v. Rash Curtis & Associates	\$33.16	Uber - 3/29 Pretrial Conference
2019.03.29	Perez v. Rash Curtis & Associates	\$30.00	City Center West Garage
2019.03.30	Perez v. Rash Curtis & Associates	\$30.35	Uber - 3/29 Pretrial Conference
2019.03.30	Perez v. Rash Curtis & Associates	\$1,063.52	Hotel - 3/29 Pretrial Conference

2019.04.02	Perez v. Rash Curtis & Associates	\$1,355.75	JetBlue - 4/29 Pretrial Conference
2019.04.10	Perez v. Rash Curtis & Associates	\$8.00	SWA Inflight
2019.04.11	Perez v. Rash Curtis & Associates	\$19.14	L. Timothy Fisher- Expenses
2019.04.18	Perez v. Rash Curtis & Associates	\$645.19	API Global Transportat
2019.04.26	Perez v. Rash Curtis & Associates	\$1,555.75	JetBlue - 4/29 Pretrial Conference
2019.04.27	Perez v. Rash Curtis & Associates	\$185.99	Travel Guard - 4/29 Pretrial Conference
2019.04.28	Perez v. Rash Curtis & Associates	\$61.80	Car Service - 4/29 Pretrial Conference
2019.04.28	Perez v. Rash Curtis & Associates	\$15.00	Impark
2019.04.29	Perez v. Rash Curtis & Associates	\$5.00	Bart Clipper
2019.04.29	Perez v. Rash Curtis & Associates	\$20.00	City Center West Garage
2019.04.30	Perez v. Rash Curtis & Associates	\$33.86	Uber - 4/29 Pretrial Conference
2019.04.30	Perez v. Rash Curtis & Associates	\$13,463.98	Hotel - Trial
2019.04.30	Perez v. Rash Curtis & Associates	\$18.56	Lyft
2019.05.01	Perez v. Rash Curtis & Associates	\$955.75	JetBlue - Trial
2019.05.01	Perez v. Rash Curtis & Associates	\$5.00	Bart Clipper
2019.05.01	Perez v. Rash Curtis & Associates	\$6.80	Lyft
2019.05.01	Perez v. Rash Curtis & Associates	\$8.00	Bart Clipper
2019.05.03	Perez v. Rash Curtis & Associates	\$8.00	Bart Clipper
2019.05.04	Perez v. Rash Curtis & Associates	\$66.86	Uber - Trial
2019.05.04	Perez v. Rash Curtis & Associates	\$52.90	Cab Service - Trial
2019.05.04	Perez v. Rash Curtis & Associates	\$77.12	Uber - Trial
2019.05.04	Perez v. Rash Curtis & Associates	\$14.05	Lyft
2019.05.05	Perez v. Rash Curtis & Associates	\$57.75	Guru Cab Serv
2019.05.05	Perez v. Rash Curtis & Associates	\$22.02	Oakland Marriot
2019.05.05	Perez v. Rash Curtis & Associates	\$40.40	Taxi Svc
2019.05.05	Perez v. Rash Curtis & Associates	\$107.21	Yeremey Krivoshey - Mileage and tolls
2019.05.06	Perez v. Rash Curtis & Associates	\$35.00	Convention Center Oak
2019.05.06	Perez v. Rash Curtis & Associates	\$1.50	City of Alameda IPS
2019.05.06	Perez v. Rash Curtis & Associates	\$20.00	City Center West Garage
2019.05.06	Perez v. Rash Curtis & Associates	\$21.39	Oakland Marriot
2019.05.06	Perez v. Rash Curtis & Associates	\$645.19	API Global Transportat
2019.05.07	Perez v. Rash Curtis & Associates	\$20.00	City Center West Garage
2019.05.07	Perez v. Rash Curtis & Associates	\$55.00	Parking Concepts
2019.05.07	Perez v. Rash Curtis & Associates	\$211.73	API Global Transportat
2019.05.07	Perez v. Rash Curtis & Associates	\$950.00	Parking Concepts
2019.05.07	Perez v. Rash Curtis & Associates	\$111.96	Oakland Marriot
2019.05.08	Perez v. Rash Curtis & Associates	\$20.00	City Center West Garage
2019.05.08	Perez v. Rash Curtis & Associates	\$52.92	API Global Transportat
2019.05.09	Perez v. Rash Curtis & Associates	\$20.00	City Center West Garage
2019.05.10	Perez v. Rash Curtis & Associates	\$16.00	Bart-Walnut Creek
2019.05.10	Perez v. Rash Curtis & Associates	\$20.00	City Center West Garag Oak
2019.05.10	Perez v. Rash Curtis & Associates	\$3.00	Parksmart
2019.05.10	Perez v. Rash Curtis & Associates	\$20.00	City Center West Garage
2019.05.10	Perez v. Rash Curtis & Associates	\$322.57	Hotel
2019.05.13	Perez v. Rash Curtis & Associates	\$38.23	Uber - Trial
2019.05.13	Perez v. Rash Curtis & Associates	\$70.80	Car Service - Trial
2019.05.13	Perez v. Rash Curtis & Associates	\$902.00	JetBlue - Trial
2019.05.13	Perez v. Rash Curtis & Associates	\$1.00	LAZ Parking
2019.05.13	Perez v. Rash Curtis & Associates	\$20.00	City Center West Garag Oak
2019.05.13	Perez v. Rash Curtis & Associates	\$2.75	Port JLS Parking
2019.05.13	Perez v. Rash Curtis & Associates	\$3.00	Parksmart
2019.05.13	Perez v. Rash Curtis & Associates	\$20.00	City Center West Garage
2019.05.13	Perez v. Rash Curtis & Associates	\$2.25	Port JLS Parking
2019.05.14	Perez v. Rash Curtis & Associates	\$215.69	L. Timothy Fisher - Mileage for trial
2019.05.15	Perez v. Rash Curtis & Associates	\$141.30	Blair Reed - Uber travel for Trial
2019.05.15	Perez v. Rash Curtis & Associates	\$652.15	Yeremey Krivoshey - Trial related expenses
2019.05.18	Perez v. Rash Curtis & Associates	\$95.00	Parking Concepts
2019.05.31	Perez v. Rash Curtis & Associates	\$27.41	Chevron

2019.05.31	Perez v. Rash Curtis & Associates	\$94.57	Yeremey Krivoshey - Mileage and tolls
2019.06.07	Perez v. Rash Curtis & Associates	\$1,355.75	Jetblue - Settlement Conference
2019.06.07	Perez v. Rash Curtis & Associates	\$1,048.25	Jetblue - Settlement Conference
2019.06.07	Perez v. Rash Curtis & Associates	\$1,317.31	Hotel - Settlement Conference
2019.06.08	Perez v. Rash Curtis & Associates	\$70.76	Travel Guard - Settlement Conference
2019.06.11	Perez v. Rash Curtis & Associates	\$78.47	Uber - Settlement Conference
2019.06.12	Perez v. Rash Curtis & Associates	\$21.00	UC Hastings Parking
2019.06.25	Perez v. Rash Curtis & Associates	\$33.90	Lyft
2019.06.25	Perez v. Rash Curtis & Associates	\$5.00	Clipper Service
2019.06.26	Perez v. Rash Curtis & Associates	\$7.30	Lyft
		\$37,662.35	Total Travel & Lodging Expenses